

Kingdom of Saudi Arabia
Ministry of National Guard
Health Affairs



المملكة العربية السعودية
وزارة الحرس الوطني
الشؤون الصحية

APP

MINISTRY OF NATIONAL GUARD - HEALTH AFFAIRS ADMINISTRATIVE POLICY AND PROCEDURES

NUMBER : 1436-04
TITLE : INTELLECTUAL PROPERTY, INNOVATION, AND
TECHNOLOGY TRANSFER MANAGEMENT
ORIGINATING DEPT : KING ABDULLAH INTERNATIONAL MEDICAL RESERCH
CENTER (417780)
ORIGINAL DATE : MARCH 2016

1. PURPOSE

To provide a process governing the safeguarding, disclosing and management of Intellectual Property (IP) and any invention made by faculty record researchers, faculty, students and employees of the Ministry of National Guard – Health Affairs (MNG-HA) and all of its affiliated facilities. This APP also covers the application and processing of patents and the process of commercialization of the invention and distribution of revenue.

2. APPLICABILITY

To all relevant staff, students, visiting staff and trainees of Ministry of National Guard – Health Affairs (MNG-HA) and all of its affiliated facilities including King Saud Bin Abdulaziz University for Health Science (KSAU-HS) and King Abdullah International Medical Research Center (KAIMRC).

3. RELATED REFERENCES

- 3.1 APP 1429-19 Conflict of Interest
- 3.2 Committee Formation Order (CFO) for Research Innovation and Technology Transfer Committee (RITTC) (KAIMRC-05-2015), (Appendix A).
- 3.3 Patent Law of Saudi Arabia

This document contains confidential internal information about the MNG-HA Organization which must not be distributed to any persons or organizations without prior written consent. Requests must be addressed to Corporate Organizational Development, Internal Audit and Organizational Development Division, MNG-HA.

- 3.4 Trademark law Ministry of Commerce and Industry Royal Decree NO M/15 dated 12/8/1420H

4. DEFINITIONS

- 4.1 **Business Partner** refers to an entity which has an agreement with the MNG-HA.
- 4.2 **Copyright** refers to a form of protection provided to the authors of "original works of authorship" including literary, dramatic, software, artistic, and certain other intellectual works, both published and unpublished in tangibly expressed forms.
- 4.3 **Innovation Technology Transfer Management Office (ITTMO)** refers to the department under King Abdullah International Medical Research Center (KAIMRC) that primarily deals with Intellectual Property. ITTMO oversees the disclosure, safeguarding, commercialization and management of (IP), as well as the ownership of any invention made by MNG-HA and its affiliated facilities.
- 4.4 **Intellectual Property (IP)** refers to creations of the mind, such as inventions, literary or artistic works, designs and symbols, names, and images used in commerce.
- 4.5 **Invention** refers to new and useful art, processes, machinery, software, and manufacture or composition of matter developed by personnel of MNG-HA and its affiliated facilities.
- 4.6 **Inventor(s)** refers to an individual or group that work for MNG-HA and/or its affiliated facilities and who makes or develops an invention using, in any way, resources and facilities owned, operated or administered by the Program or its funds.
- 4.7 **Net Revenue(s)** refers to the sum of royalty, licensing and any other income received as a result of the development or commercialization of an invention after deduction.
- 4.8 **Office Action** refers to a letter from the Patent Office where the examiner from aforementioned office requests the inventor to provide feedback.
- 4.9 **Patent** refers to the exclusive rights granted for an invention.
- 4.10 **Patent Offices** refer to the government bodies that may grant or reject a patent application based on the fulfillment of patentability requirements.
- 4.11 **Primary Inventor** refers to the individual whose contribution to an innovation is considered representative by co- inventor(s) and is also considered the legal focal point of communication with ITTMO.
- 4.12 **Program** refers to Ministry of National Guard (MNG-HA) and all its affiliated facilities.

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- 4.13 **Prototyping** refers to the first design, model or release of a product built to test a concept or process, from which other forms are copied or developed.
- 4.14 **Research Data** refers to any written and/or non-written material produced by MNG-HA personnel during the course of conducting research including, but not limited to: data, records, computer software, program database and other computer-related materials, products or documentation in any storage media.
- 4.15 **Royalties** refer to the amount paid to the inventor by the Program for the sale of a patented /copyrighted asset or intellectual property.
- 4.16 **Sponsor** refers to an external organization that is in a research, joint research, or clinical trial agreement with the Program that initiates and funds the agreed upon research activities.
- 4.17 **Trademark(s)** refers to a word, symbol, and/or design legally registered or established to represent a product or company.
- 4.18 **Trademark Applicant** refers to an individual or group working for MNG-HA and/or its affiliated facilities that makes or develops a trademark.

5. POLICY

- 5.1 The ownership of inventions, research data, and trademarks must be as follows:
 - 5.1.1 In order to protect the public good and to fulfill obligations to research sponsors, the Program must retain ownership of all inventions except when:
 - 5.1.1.1 The invention results from activities carried out in collaboration with inventor(s) from other institutions, in which case ownership must be negotiated by the Program on a case by case basis
 - 5.1.1.2 The invention results from activities carried out under a sponsored research contract and within the terms of the sponsorship, the sponsor was assigned the ownership of inventions
 - 5.1.1.3 The rights have been returned to the inventor(s) by the Program, due to the incompleteness of the filing process for any reason.
 - 5.1.2 The Program owns all research data except when the research data results from activities carried out under a sponsored research contract, where the contract terms clearly assign the ownership of research data to either sponsor(s) or to the Program.
 - 5.1.3 The Program must own all trademark(s) related to its products or services.

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- 5.2 On behalf of the Program, ITTMO must negotiate with intellectual property owner(s) to acquire their ownership rights based on a formal agreement. The criterion to acquire such rights depend on the intellectual property's economic or research impact.
- 5.3 The inventor(s) must not place the invention in the public domain through a lecture/publication or by any other means until a decision has been made regarding the patentability or commercialization of the invention.
- 5.4 If ITTMO decides to apply for a patent for the invention, the inventor(s) must assign all rights of the invention to the Program including, but not limited to, signing all the required documentation in order for the assignment to be effective.
- 5.5 ITTMO reserves the right to decide whether or not to file a patent based on the foreseen commercialization impact of the invention.
- 5.6 All communications related to the IP are managed and administrated by ITTMO, both internally and externally.
- 5.7 ITTMO must handle the external communications on behalf of the Program personnel that are related to the invention in cooperation with the external legal advisor, governmental entities and business partners.
- 5.8 ITTMO must communicate only with the primary inventor that officially represents the other co-inventor(s) to sign legal documentation, to provide information/data, to oversee negotiation, to receive royalty shares and distribution to other co-inventor(s) and to represent other inventor(s) in contacting external legal advisors.
- 5.9 Primary inventor is responsible to perform any tasks required during the filing process, such as, but not limited to: responding to office actions, and/or providing further clarifications to patent attorneys if required during commercialization process of the innovation.
 - 5.9.1 Inventors abandoning future required communications related to their inventions must reimburse the Program for all filing and legal fees incurred during the filing process.
- 5.10 Conflicts of interest must be observed in accordance with APP 1429-19.
- 5.11 **Ideas and Concepts Originality**
 - 5.11.1 Inventors must ensure they are the original, first and sole owners of the idea/concept of the invention.
 - 5.11.2 Inventors must clearly state that they are co-inventors of the intended invention, if applicable.
 - 5.11.3 Inventors must state whether the invention has been developed using other organizational funds, if applicable.

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5.12 Commercialization of an Invention and Distribution of Net Revenue

- 5.12.1 The commercialization of any product must only commence once the patent or copyright has been issued or preliminary registrations have been obtained.
- 5.12.2 With respect to any invention subject to this policy, the Program must reimburse for any/all expenses incurred that are associated with the evaluation and patent research of the technology, obtaining of patent or other intellectual property protection, licensing or other technology transfer activities (such as, but not limited to, prototyping) and resulting legal expenses.
- 5.12.3 In the event of any infringement action or other legal action involving technology disclosed under this policy, the Program must also be reimbursed for any/all expenses borne by the Program associated with such action.
- 5.12.4 After such expenses are reimbursed, royalties and other proceeds from licenses or other technology transfer activities related to an invention, patent or other intellectual property protection based thereon, must be distributed through the three tier system as outlined below:
 - 5.12.4.1 Tier 1: Of the first SR. 300,000 in net royalties:
 - 5.12.4.1.1 50% to the inventor(s)
 - 5.12.4.1.2 50% allocated to the general support of KAIMRC research
 - 5.12.4.2 Tier 2: Of the next portion of net royalties exceeding SR 300,000, but not more than SR 600,000:
 - 5.12.4.2.1 40 % to the inventor(s)
 - 5.12.4.2.2 60% allocated to the general support of KAIMRC research
 - 5.12.4.3 Tier 3: Of the remaining portion of net royalties exceeding SR 600,000:
 - 5.12.4.3.1 30% to the inventor(s)
 - 5.12.4.3.2 70% allocated to the general support of KAIMRC research
- 5.12.5 The royalty payments processes are managed by the ITTMO on behalf of the Program in compliance with the Program policy.
 - 5.12.5.1 No royalties must be paid directly to any inventor by any licensee.
 - 5.12.5.2 Inventors must continue to receive royalties regardless of their future association with the Program as long as the patent has not expired.

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5.13 Prototyping

5.13.1 ITTMO must manage the innovation prototyping process as follows:

5.13.1.1 Deciding the prototyping approach, whether to outsource to external company, build the prototype in house, or assign it to a non-profit entity

5.13.1.2 Deciding whether or not to fabricate the prototype for innovation. Materials, as well as the prototyping method, must be determined by ITTMO

5.13.1.3 Choosing the company which will develop the prototype

5.13.1.4 Exercising the right to terminate the prototyping process at any stage of prototyping cycle without need to inform or obtain approval from inventor, if applicable

5.13.1.5 Coordinating communications between interested parties in the prototyping process, such as, but not limited to the prototyping company, attorney, inventor, or any assigned primary inventor instructed by ITTMO to make direct contact with the prototyping company.

5.13.2 Cost associated with prototyping must be taken or charged from research funds allocated to the development of the mentioned prototype.

5.13.3 Prototype ownership:

5.13.3.1 The Program owns the intellectual property generated throughout the process of prototyping, design and development. In addition, any tangible product resulting from the process of prototyping is owned by the Program.

5.14 Confidentiality

5.14.1 All Program personnel involved in the process of invention disclosure review, ownership determination, commercialization, patentability evaluation and commercial exploitation must maintain the confidentiality of the invention before and after it receives adequate intellectual property protection.

5.14.2 IP documentation and communications must be maintained with reasonable care given to high confidentiality restrictions.

5.14.3 ITTMO must secure softcopy as well as hardcopy for all documents related to inventions, contracts, agreements, emails and invoices for a period of time no less than twenty (20) years from the date on which they were received.

5.14.4 When applicable, ITTMO must require non-disclosure agreements to ensure confidentiality.

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- 5.15 Any violation of any partner involved in intellectual properties must be escalated to Research Innovation and Technology Transfer Committee (RITTC)

6 PROCEDURES

6.1 Procedures for Patent:

- 6.1.1 Inventor will submit patent request to ITTMO.
- 6.1.2 ITTMO will review the patent application.
- 6.1.3 Inventors and ITTMO representative(s) will sign the following required documents to initiate the patent application's processing and review.
 - 6.1.3.1 Innovation Agreement (**Appendix B**)
 - 6.1.3.2 Non-Disclosure Agreement (**Appendix C**)
 - 6.1.3.3 Declaration Assignment/Oath Document (**Appendix D**)
- 6.1.4 ITTMO will assess the innovation through the invention disclosure form based on the following aspects:
 - 6.1.4.1 Patentability
 - 6.1.4.2 Economic benefits
 - 6.1.4.3 Public benefits
- 6.1.5 Upon filing the patent, ITTMO facilitates the commercialization of the invention.
- 6.1.6 ITTMO will identify potential marketing partners for the invention and negotiate in the best interest of the Program and inventors.
- 6.1.7 ITTMO will facilitate the development of a licensing agreement between the Program, the inventor and the interested commercial entities.
- 6.1.8 The revenue will be managed and distributed by the Program.
- 6.1.9 Royalties will be received and distributed by the Program on behalf of the Program in January and July of each year.

6.2 Procedures for Trademarks

- 6.2.1 Applicant will submit a Trademark Registration Request to ITTMO.

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- 6.2.2 ITTMO will review the trademark application.
- 6.2.3 Applicant and ITTMO will sign the following required legal documents in order to initiate the trademark registration's review and processing.
 - 6.2.3.1 Trademark Agreement (**Appendix E**)
 - 6.2.3.2 Trademark Registration Form (**Appendix F**)
- 6.2.4 ITTMO will assess the trademark through the trademark registration form and identify potential protection outcome.
- 6.2.5 ITTMO will identify potential marketing opportunities.
- 6.2.6 The revenue will be managed and distributed by the Program.
- 6.2.7 Royalties will be received and distributed by the the Program on behalf of the Program in January and July of each year.

6.3 Commercialization of Trademark and Distribution of Net Revenue

- 6.3.1 The commercialization of any product or service carrying a trademark will only commence once the trademark has been in the designated government registration office.
- 6.3.2 With respect to any trademark subject to this policy, the Program will be reimbursed for any/all expenses incurred or associated with the registration process of the trademark including, but not limited to all legal and government expenses.
- 6.3.3 In the event of any infringement action or other legal action involving the use of the registered trademark under this policy, the Program will also be reimbursed for any/all expenses bore by the Program associated with such action.
- 6.3.4 After such expenses are reimbursed, royalties and any other proceeds from trademark licensing or other sales or use activities related to the trademark or other intellectual property protection based thereon will be distributed as mentioned in articles 5.12.4.1 to 5.12.4.3
- 6.3.5 The royalty payments processes are managed by the ITTMO on behalf of the Program and in compliance with the Program policy.
 - 6.3.5.1 No royalties will be paid directly to any trademark applicant by any licensee.
 - 6.3.5.2 Trademark applicants will continue to receive royalties regardless of their future association with the Program.

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7. RESPONSIBILITY

- 7.1 KAIMRC- ITTMO, RITTC and other relevant departments will be responsible for ensuring the implementation of the provisions of this APP.
- 7.2 Internal Audit and Organizational Development will randomly monitor implementation of the provisions within this APP.

8. APPROVAL

PREPARED BY:



DR. AHMED AL ASKAR

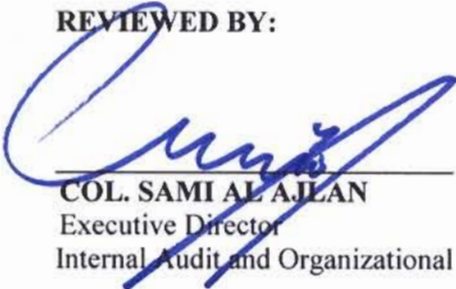
Executive Director

King Abdullah International Medical Research Center, MNG-HA

17 MAR 2016

DATE

REVIEWED BY:



COL. SAMI AL AJLAN

Executive Director

Internal Audit and Organizational Development, MNG-HA

23 MAR 2016

DATE

APPROVED BY:



H.E. DR. BANDAR AL KAWAY

Chief Executive Officer

Ministry of National Guard - Health Affairs

34/3/14

DATE

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COMMITTEE FORMATION ORDER

Committee Name: Research Innovation and Technology Transfer Committee- RITTC
Committee No: KAIMRC-05-2015
Reporting To: Dr. Ahmed Alaskar, Executive Director, KAIMRC
Committee Charge:
Date Formed: 15 February 2015

1. Review and approve Innovation and Technology Transfer Management strategy for MNG-HA's, KSAU-HS and KAIMRC
2. Review and approve of the Innovation and Technology Transfer policies for MNG-HA's, KSAU-HS and KAIMRC
3. Review and approve all Innovation and Technology Transfer Management Office (ITTMO) initiatives to enhance and increase ITTMO's stakeholders engagement in the Technology Transfer Process
4. Assess and forecast technology that KAIMRC should focus and allocate research budget
5. Manage the reporting and compliance obligations of sponsored research contracts, which must be conducted on all inventions created and disclosed by innovators
6. Review and approve the financial and operational report for Spin-Off as well as Start-Up companies generated out of ITTMO
7. Review Innovator's appealing related to royalty sharing rate and ownership and make appropriate decision
8. Resolve and generate directive decision in any dispute related to ITTMO and its stakeholders
9. Make decision on waiving ownership back to the faculty/ staff/ innovator member after full disclosure of the intellectual property is made and if the IP is not deemed to be of a commercial interest to the KAIMRC
10. Evaluate ITTMO's and performance measures and generate corrective plan

Membership:

Chairman: Dr. Ahmed Alaskar, Executive Director, KAIMRC
Co-chair: Dr. Mohammed Al Kelya, Head, Research Quality Management Section, KAIMRC
Members: Dr. Omar Shanqeety, Head, Population Health Section, KAIMRC
Dr. Ali Muntashri, Head, Innovation and Technology Transfer Management Office, KAIMRC
Dr. Mohammed Boudjelal, Head, Core Facility and Platforms, KAIMRC
Dr. Bandar Alhagbani, Chairman, Health Informatics School Public Health, KSAU-HS
Dr. Khalid Alfouzan, Associate Dean, Academic & SA, College of Dentistry, KSAU-HS
Dr. Sultan Mubarak, ITTMO Consultant, KAIMRC
Dr. Mohammed Alansari, External Expert

Quorum: 50% **Manner of Action:** Simple Majority

The Committee will meet: () weekly () biweekly () monthly (✓) other: on the call of the Chairman

Final Report is expected on: **Regular Submission of Minutes of Meetings**

Other Specifications:

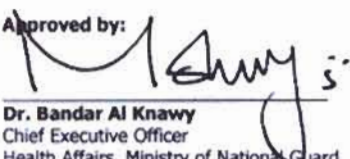
Check One: (✓) Standing () Ad Hoc () Task Force
Check One: () Medical Affairs () Administration (✓) Research Centre

Approving Authority

Recommended by:


Dr. Ahmed Alaskar
Executive Director
King Abdullah International Medical Research Center
Health Affairs, Ministry of National Guard

Approved by:


Dr. Bandar Al Kaway
Chief Executive Officer
Health Affairs, Ministry of National Guard

APP 1436-04: Intellectual Property, Innovation, and Technology Transfer Management, March, 2016 - Appendix A



Innovation Agreement

This Agreement is entered into, by and between,

1. KAIMRC, and
2. (hereinafter called the "Inventor") (collectively "Parties"), who is disclosing an "Invention" ("Invention" includes all any ideas, designs, concepts, techniques, discoveries or improvements, whether or not patentable, conceived or reduced to practice related to the subject disclosed by Inventor on the KAIMRC Invention Disclosure Form)
3. invention title "....."

RECITALS:

- Inventor(s) has/have one or more inventions that he/she would like to commercialize.
- KAIMRC has expertise to review, analyze, evaluate, design, register, develop, improve, and commercialize inventions in the biomedical field.
- If KAIMRC selects the Invention, Parties will cooperate and make reasonable efforts to commercialize the Invention.

I. SELECTION

1. Inventor agrees to submit the KAIMRC Invention Disclosure Form simultaneously with this Agreement. The KAIMRC Invention Disclosure Form fully describes the Invention submitted by Inventor to KAIMRC for review.
2. After reviewing KAIMRC's Invention Disclosure Form, KAIMRC shall choose to accept or reject Inventor's proposed Invention. If KAIMRC accepts the Invention, KAIMRC will make reasonable efforts to review, develop, protect, and commercialize the Invention. If KAIMRC rejects the Invention, KAIMRC releases all claims and rights to the Invention and its Intellectual Property.

II. CONFIDENTIALITY

1. "Confidential Information" means all the trade secrets, business and financial information, business methods, procedures, know-how, and other information of every kind that relates to the invention or business of either party and is clearly identified as confidential, or disclosed in circumstances that would lead a reasonable person to believe such information is confidential.
2. Either party may disclose Confidential Information to the other in connection with this Agreement. The recipient of such information will use it only for the purposes of this Agreement.

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Innovation Agreement

3. Confidential Information shall not be disclosed, copied, reproduced or otherwise made available to any other person or entity without the consent of the owning Party. Each Party agrees to use its best efforts to protect Confidential Information.

III. TERM AND TERMINATION

1. The term of this Agreement shall be for (20) twenty years starting from the date of the last signature on this Agreement.
2. KAIMRC reserves the right to unilaterally terminate this Agreement for any reason.
3. In the event that KAIMRC terminates this Agreement prior to the expiration of the twenty year term provided in Paragraph III.(1) above, then KAIMRC promptly shall assign back to Inventor all right, title, and interest in the Invention and Intellectual Property which Inventor previously had assigned to KAIMRC pursuant to this Innovation Agreement.
4. Inventor shall not have the unilateral right to terminate this Agreement under any circumstances, including a material breach by KAIMRC.
5. Inventor should deliver the requirements (for example but not limited to innovation technical details, related prior arts, drawings, response to office action, attend conference call, etc.) asked by attorney at a timely manner throughout the filing process. If the innovator fails to meet the proposed response deadline by two (2) weeks, ITTMO has the right to withdraw the patent application without prior notice and the inventor must reimburse KAIMRC for the all expenses occurred up to the withdrawing date.

IV. INTELLECTUAL PROPERTY & ASSIGNMENT OF INVENTION

1. "Intellectual Property" includes the Invention and all improvements to the Invention, all patent applications filed thereon and all patents issuing thereon, and all rights in trade secrets, copyrights and trademarks, related thereto.
2. If KAIMRC chooses to accept the Invention under Section I of this Agreement, then Innovator shall promptly assign to KAIMRC all right, title, and interest in the Intellectual Property associated with the Invention. If KAIMRC fully complies with all of its obligations for the full twenty (20) years of the term of this Agreement provided in Section III, and if KAIMRC makes reasonable efforts throughout that twenty-year (20) term to maximize the commercial potential of the Invention and to bring in revenues from such commercialization that are shared with Inventor as provided in Section V (5), then such assignment shall continue to be effective beyond the said twenty-year (20) term and at that point shall be irrevocable.
3. Inventor does not, however, transfer title to, or grant any rights or interests in, any tangible articles of the Intellectual Property. Tangible articles include, but are not limited to, physical manifestations of the Invention used for testing, demonstration, or experimentation.

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Innovation Agreement

4. Inventor agrees to comply with every reasonable request by KAIMRC, its designee, or representative for assistance in obtaining and enforcing patent protection or other intellectual property protection pertaining to discoveries, improvements, and inventions.
5. Inventor shall not publish or submit any news releases, public announcements, formal publications, or publicity of any form without the prior approval of KAIMRC. KAIMRC will grant permission to publish information concerning the Invention only at such time as it may be accomplished without compromising the commercialization strategy or legal rights in the Intellectual Property.
6. Any breach by the Inventor of any obligation under Article IV is a material breach of the entire Agreement.

V. COMMERCIALIZATION

1. KAIMRC shall send Annual Reports to Inventor for approval or rejection. Annual Reports must describe all expenses and the amount and source of all revenues and royalties.
2. If KAIMRC receives Inventor's approval, KAIMRC shall submit to the Inventor his/her share of the revenues and royalties within sixty (60) days.
3. Inventor may only reject the Annual Reports if he/she believes the Annual Report to include specific errors. If Inventor rejects the Annual Reports, the Inventor must explain the rejection and identify specific passages for correction. KAIMRC will make reasonable efforts to address Inventor's concerns and then resubmit the Annual Report to the Inventor for approval or rejection within sixty (60) days.
4. For distribution of revenues and royalties, please refer to **APP 1436-04** article 5.12.4.
5. KAIMRC and Inventor may negotiate a subsequent and separate agreement to share revenues and royalties. The future agreement will take priority.
6. Any breach by the Inventor of any obligation under Article V is a material breach of the entire Agreement.

VI. WARRANTIES

1. The inventor represents and warrants to KAIMRC and any affiliate that:
 - a. Inventor is the sole owner of all rights, interests, and title in the invention and all intellectual property that is incorporated therein, embodied therein, or otherwise directly related to the invention;
 - b. Inventor has the right and ability to enter into this agreement

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Innovation Agreement

- c. During the term of this agreement, inventor shall not sell, hypothecate, assign, pledge, transfer, grant, or otherwise encumber any interest in the inventor or its intellectual property
 - d. Inventor has no specific knowledge of any intellectual property, including any patent, that would be infringed by a prototype or commercial sample of the invention represented by inventor
 - e. All statements, disclosures, and representations made by inventor, whether written or oral, are true, accurate, complete, and not mischaracterized
2. Any breach by the Inventor of any warranty listed under Article VI is a material breach of the entire Agreement.

VII. LIMITATIONS ON LIABILITY & INDEMNITY

1. In no event will KAIMRC be liable to Inventor for any incidental, indirect, consequential, special or punitive damages.
2. The Inventor will defend, or, at KAIMRC's option, cooperate in the defense of KAIMRC, and hold KAIMRC and KAIMRC personnel and consultants harmless from any resultant losses, liabilities, damages, costs, and expenses (including legal fees) resulting from any claims that arise or are alleged to have arisen as a result of:
 - a. Negligent or intentional acts or omissions of the Inventor or his/her agents or employees;
 - b. Non-compliance by the Inventor or his agents or employees of any provision in this Agreement; or
 - c. Claims of infringement or misappropriation of the Intellectual Property rights of a third party.
3. Inventor's sole remedy for any material breach of this Agreement shall be limited to monetary damages that directly result from KAIMRC's breach.
4. KAIMRC's remedy for any material breach of this Agreement by Inventor may include monetary damages and specific performance.

VIII. GENERAL PROVISIONS

1. The laws of the Kingdom of Saudi Arabia govern this Agreement.
2. In case of a dispute between KAIMRC and Inventor regarding the interpretation or execution of this Agreement, both Parties shall have recourse to amicable settlement in order to settle such dispute in good faith. Failing to resolve such dispute by the stated way of settlement, Parties must exclusively refer the same to the Chambers of Grievances in the Kingdom and the decision of these Chambers shall be final.

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Innovation Agreement

3. Neither party shall assign its rights or duties under the Agreement in whole or part without prior written approval of the other party. This Agreement contains the complete and final agreement between KAIMRC and the Inventor. No representation, promise or condition in connection with this Agreement shall be binding upon either party unless expressed herein. This Agreement supersedes and voids any prior or collateral understanding between KAIMRC and Inventor.
4. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the Parties' rights under this Agreement.
5. This Agreement may only be amended by a writing specifically referencing this Agreement. Authorized representatives of the Parties must sign the amendment. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.
6. Headings used in this Agreement are for the purpose of ease of reference or reading only and shall not affect its construction.

For and on behalf of KAIMRC:

Name: _____

Job: _____

Signature: _____

Date: _____

For and on behalf of Inventor:

Name: _____

Job: _____

Signature: _____

Date: _____

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(Non-Disclosure Agreement)

This agreement (the "Agreement") is entered into by and between:

- (1) King Abdullah International Medical Research Center (KAIMRC), duly represented by Co-innovator, (the Recipient or the Receiving Party)
- (2) (Dr./Mr./Ms.), an employee of KAIMRC, (hereinafter referred to as "Employee") or (The "Disclosing Party") and the invention titled
"....."

In consideration of the commencement of the agreement between Disclosing Party and "Recipient" or the "Receiving Party" agree as follows:

1. KAIMRC Confidential Information

In the performance of the agreement between Disclosing Party and "Recipient" or the "Receiving Party", Recipient will be exposed to KAIMRC's Confidential Information. "Confidential Information" means information or material that is valuable to KAIMRC and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

- (a) technical information concerning KAIMRC's projects, studies and services, including, but not limited to, product know-how, ideas, designs, devices, diagrams, software code, test results, processes, inventions, research projects, data and product development, technical memoranda and correspondence;
- (b) information concerning KAIMRC's business, including cost information, prices, budget and financial information, accounting and unpublished financial information, markets and marketing methods, contracts and agreements, purchasing techniques, supplier lists and supplier information;
- (c) information concerning KAIMRC's employees, including salaries, strengths, weaknesses and skills;
- (d) information submitted by KAIMRC's suppliers, employees, consultants or co-venture partners with KAIMRC for study, evaluation or use; and
- (e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect KAIMRC's objective.

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2. Nondisclosure of Confidential Information

Recipient will keep KAIMRC's Confidential Information, whether or not prepared or developed by Recipient, in the strictest confidence. Recipient shall not disclose such information to anyone outside KAIMRC without KAIMRC's prior written consent. Nor will Recipient make use of any Confidential Information for Recipient's own interest or purposes, or the benefit of anyone other than KAIMRC.

However, Recipient shall have no obligation to treat as confidential any information which:

- (a) is or becomes public knowledge through a source other than Recipient and through no fault of Recipient; or
- (b) is or becomes lawfully available to Recipient from a source other than KAIMRC.

3. Return of Materials

When Recipient's agreement with KAIMRC ends, for whatever reason, Recipient shall promptly deliver to KAIMRC all originals and copies of all documents, records, software programs, media and all other materials containing any Confidential Information. Recipient shall also return to KAIMRC all equipment, files, software programs and other personal property belonging to KAIMRC.

4. Confidentiality Obligation Survives Recipient

Recipient's obligation to maintain the confidentiality and security of Confidential Information remains even after Recipient's agreement with KAIMRC ends and continues for seven (7) further years after the end of Recipient's agreement.

5. General Provisions

(a) **Severability:** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of KAIMRC and Recipient.

(b) **Amendments:** This Agreement may not be amended except in a writing signed by both KAIMRC and Recipient.

(c) **Waiver:** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.



(d) **Injunctive Relief:** Any misappropriation of any of the Confidential Information in violation of this Agreement may cause KAIMRC irreparable harm, the amount of which may be difficult to ascertain, and therefore Recipient agrees that KAIMRC shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as KAIMRC deems appropriate. This right is to be in addition to the remedies otherwise available to KAIMRC.

(e) **Indemnity:** Recipient agrees to indemnify KAIMRC against any and all losses, damages, claims or expenses incurred or suffered by KAIMRC as a result of Recipient's breach of this Agreement.

(f) **Attorney Fees and Expenses:** In a dispute arising out of or related to this Agreement, the Prevailing Party will have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(g) **Governing Law.** This Agreement shall be governed in accordance with the laws of the Kingdom of Saudi Arabia. All disputes shall be resolved by good faith negotiation, and in case of not being resolved, both Parties shall refer the dispute to the relevant courts in Saudi Arabia.

6. Signatures

The employee has carefully read all of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect KAIMRC's interests. Recipient has received a copy of this Agreement as signed by the parties.

Disclosing Party

Name: _____
Job: _____
Date: _____
Signature: _____

Receiving Party

Name: _____
Job: _____
Date: _____
Signature: _____

TA



DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN APPLICATION USING AN APPLICATION DATA SHEET (37 CFR 1.76) AND ASSIGNMENT FOR MULTIPLE ASSIGNEES

Title of Invention:

As the below named inventor, I hereby declare that:

This declaration () the attached application, or is directed to: () United States application or PCT international application number ----- filed on -----

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

WHEREAS, (1) National Guard Health Affairs (2) King Saud bin Abdulaziz University for Health Sciences (3) King Abdullah International Medical Research Center.

(hereinafter referred to as "ASSIGNEES") having places of business at: (each of ASSIGNEES 1, 2, and 3) National Guard Health Affairs, King Abdulaziz Medical City- Riyadh, P.O. BOX 22490, Riyadh 11426 SAUDI ARABIA, respectively are desirous of jointly acquiring interests in the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefore in the United States and its territorial possessions and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00), the receipt whereof is hereby acknowledged, and for other good and valuable consideration, I, by these presents do sell, assign and transfer unto said ASSIGNEES, the full and exclusive right to the said invention in the United States and its territorial possessions and in all foreign countries (including the right to claim priority under the terms of the International Convention and other relevant International Treaties and Arrangements from the aforesaid application) and the entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, reissues, continuations, substitutions and renewals thereof.

I hereby authorize and request the Patent Office Officials in the United States and its territorial possessions and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said ASSIGNEES as the assignees of my entire right, title and interest in and to the same, for the sole use and behave of said ASSIGNEES, their successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by me had this Assignment and sale not been made.

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Further, I agree that I will communicate to said ASSIGNEES or their representatives any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEES, make all rightful oaths, and, generally do everything possible to aid said ASSIGNEES, their successors and assigns, to obtain and enforce proper protection for said invention in the United States and its territorial possessions and in any and all foreign countries.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

LEGAL NAME OF INVENTOR

Inventor: _____ Date: _____ Signature: _____

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Trademark Agreement

Agreement dated this _____ Date _____ by and between King Abdullah International Medical Research Center (KAIMRC), Ministry of National Guard - Health Affairs (MNG-HA) and _____ Applicant Name _____.

Whereas, _____ Applicant Name _____ hereby acknowledge the trademark titled _____ Trademark Name _____ belongs to King Abdullah International Medical Research Center, MNG-HA.

The trademark _____ Trademark Name _____ is produced through research project number _____ Research Project No. _____ funded by King Abdullah International Medical Research Center, and hereby is the property of King Abdullah International Medical Research Center.

Whereas, _____ Applicant Name _____ consents that he/she does not have any intellectual rights to this trademark and its applications except the portion of royalties which King Abdullah International Medical Research Center determines.

During this research project, _____ Research Project Name _____, _____ Principal Investigator Name _____ was assigned as a Principal Investigator by King Abdullah International Medical Research Center to conduct and lead research activities.

Therefore, _____ Applicant Name _____ will not ask for any rights other than what has been agreed upon with King Abdullah International Medical Research Center in relationship to this invention in terms of conceptual ideas or later in the commercialization stage.

King Abdullah International Medical Research Center and _____ Applicant Name _____ have agreed on the following details regarding trademark _____ Trademark Name _____:

1. King Abdullah International Medical Research Center is the sole and exclusive owner of trademark _____ Trademark Name _____.
2. For distribution of revenues and royalties of trademark, please refer to APP 1436-04 article 6.3.4.
3. _____ Applicant Name _____ will register the trademark _____ Trademark Name _____ under his/her name at the Ministry of Commerce and Industry.

For and on behalf of KAIMRC, ITTMO Section Head:

Name : _____
Date : _____
Signature : _____

Applicant:

Name : _____
Position Title : _____
Date : _____
Signature : _____



Trademark Registration Form

Please provide full details and description of the proposed trademark to be registered.

Applicant Name :
Position Title :
Department :
Research Project Name :

Badge No. :
Ext. No. :
Pager No. :

Complete information below:

Trademark	Full Details	العلامة التجارية
Name		الإسم
Description (shape, design and color)		الوصف (الشكل، التصميم، الألوان)
Purpose		المفهوم والفكرة
Products & Services		المنتجات و الخدمات
Categories		التصنيف

Applicant Signature

Date

Note:

1. Please return completed form to Innovation & Technology Transfer Management Office (ITTMO).
2. Please provide any additional information on a separate sheet and submit together with this form.